

ADDENDUM

- 1) Assuming Permittor has not cured the Violation during the specified Cure Period, or taken appropriate action to rectify those Violations which require longer than the Cure Period to resolve, Remedies for Violations will be determined, assessed and offset against future rents in the following manner (and as depicted in Exhibit B), and thereafter resolved according to Disputes (Paragraph 21) of the Agreement:
 - A) For Deliverables with no Notice to Cure Period (Snow Removal), the Remedy shall be assessed immediately on a daily basis, without a Cure Period at \$400, \$600, and \$800 thereafter, respectively, for the first, second, third and each subsequent violation during the Reset Period. (365 Days)
 - B) For Deliverables with an "Immediate" Notice to Cure Period (Pick-up & Departure, Attendant on Duty, Shuttle Quantity, Ice Melt, Lot Safety, Shuttle Safety), the Remedy shall commence and escalate upon written Notice for each Violation after the initial Notice during each Reset Period. For example, if a Pick-up or Departure is confirmed to be late and Permittee gives Permittor written Notice of the Violation, then for each Pick-up or Delivery Violation that occurs during the same month for which Permittee gives Permittor written Notice, Permittor shall be assessed a penalty in accordance with the Schedule of Remedies at \$400, \$600, and \$800, thereafter respectively, for the first, second, third, and each subsequent Violation during the Reset Period. Issues involving subjective determination of an occurrence of Violation shall be reviewed by the Service Coordination Committee for recommendations by Permittor and Permittee and thereafter resolved according to Disputes (Paragraph 21) of the Agreement.
 - C) For Deliverables with a Notice to Cure Period longer than "None" or "Immediate" (Lot Resurfacing, Lot Restriping, Lot Maintenance, Shuttle Maintenance, Service Coordination), after the initial Cure Period the Remedy shall commence and then escalate to each successively higher level with the passage of each Cure Period, from the Notice Date. For example, if there is written Notice of Lot Maintenance that is not Cured in 7 Days, then a \$400.00 penalty will be assessed for each day the Violation continues from days 8-14, escalating to \$600.00 per day for days 15-21 and \$800.00 per day after 21 Days until the Violation is cured. Issues involving subjective determination shall be reviewed

by the Service Coordination Committee for recommendations by Permittor and Permittee and thereafter resolved according to Disputes (Paragraph 21) of the Agreement.

2) Definitions of Violations in Service Provided by Permittor

A Violation will be deemed to have occurred in the "Services Provided by Permittor" (Paragraph 7) or issues involving subjective determination if one of the following applies:

- A) If Permittor shall not provide the Services for which there is an Objective Service Delivery Definition, a Violation will have occurred providing Permittee has given Permittor written Notice of each Violation. Deliverables considered to have Objective Service Delivery Definitions are Pick-up & Departure, Attendant on Duty, Shuttle Quantity (except as provided), Snow Removal, and Lot Resurfacing (prior to commencement).
- B) If Permittor shall not provide services for which there is a Qualitative Service Delivery Definition and Permittor, after receiving written Notice from Permittee, does not Cure that which is in Permittee's opinion a Violation, then the Service Coordination Committee shall act to resolve whether a Violation has occurred, the appropriate Remedy, and what can be done to achieve a mutually satisfactory resolution of the issue as soon as practicable. Deliverables with a Qualitative Service Delivery Definition are Ice Melt, Lot Resurfacing, Lot Restriping, Lot Maintenance, Lot Safety, Shuttle Maintenance, Shuttle Safety and Service Coordination Committee.

Factors to be utilized by the Service Coordination Committee in resolving any questions of Service Delivery and/or Violations include, but are not limited to, the following:

- i. Life Safety issues are to be treated with the greatest urgency and attention.
- ii. Commercial Reasonableness involving the same, similar, or equivalent issues, circumstances, monetary

consideration, contract size and so forth should be utilized in evaluating the appropriate course of action.

iii. The intent of the Permittor and the Permittee when the Deliverable category at issue was originally defined.

iv. Laws, ordinances and codes have to be complied with at all times.

3) Notice shall be deemed to be delivered if given to [redacted] or their respective replacements throughout the term.

4) Notice may be delivered by one of the following:
a) Fax with confirmation of transmittal receipt
b) E-mail with hard copy confirmation of delivery
c) Registered mail, return receipt requested
d) Personal delivery with written confirmation of receipt

5) The Violation Period Resets shall be as follows:

Monthly	Each calendar month starting with September
180 Days	1) September –February 2) March –August
Annual	September – August

6) In instances of Violation, Permittor shall notify Permittee in writing when the Violation has been corrected or if it cannot be corrected within the Cure Period, that all appropriate measures are being taken to Cure the Violation.

Schedule of Daily Remedies per Violation

DELIVERABLES	1 ST VIOLATION	2 ND VIOLATION	3 RD or more VIOLATIONS	*Violation Reset Period	Cure Period
Pick-up & Departure 6:30 am - 6:00pm	\$400	\$600	\$800	Monthly	Immediate
Attendant on duty 6:30 am- 6:15 pm	\$400	\$600	\$800	Monthly	Immediate
Shuttle Quantity	\$400	\$600	\$800	Monthly	Immediate
Snow Removal	\$400	\$600	\$800	Annual	None
Ice Melt	\$400	\$600	\$800	Annual	Immediate
Lot Resurfacing	\$400	\$600	\$800	On-Going	60 Days
Lot Restriping	\$400	\$600	\$800	2 Years	30 Days
Lot Maintenance	\$400	\$600	\$800	Monthly	7 Days
Lot Safety	\$400	\$600	\$800	180 Days	Immediate
Shuttle Maintenance	\$400	\$600	\$800	180 Days	7 Days
Shuttle Safety	\$400	\$600	\$800	180 Days	Immediate
Service Coordination	\$400	\$600	\$800	180 Days	7 Days

*Violation Reset Period shall be on a calendar basis from the first to the last day of each month.